

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

RAPID COMPLETIONS LLC,	§	
	§	
Plaintiff,	§	
	§	
v.	§	
	§	
BAKER HUGHES INCORPORATED, et al.	§	Civil Action No. 6:15-cv-724-RWS-KNM
	§	
	§	
Defendants.	§	<u>JURY TRIAL DEMANDED</u>
	§	

**NOTICE OF AGREEMENT TO DISMISS DEFENDANT WEATHERFORD
INTERNATIONAL PLC WITHOUT PREJUDICE**

Plaintiff Rapid Completions LLC (“RC”) and Defendants Weatherford International PLC, Weatherford International, LLC, and Weatherford/Lamb, Inc. (the “Currently-Named Parties”) together with unnamed parties Weatherford US, LP and Weatherford Artificial Lift Systems LLC (the “Currently-Unnamed Parties”) (collectively, “Weatherford”) enter into the following Agreement to dismiss RC’s complaint against Weatherford International PLC pursuant to Federal Rule of Civil Procedure 41(a)(1) without prejudice to reinstate and with no award of fees or costs, on the following terms:

1. Weatherford represents that Weatherford International PLC (including any predecessor entities) does not make, use, sell, offer to sell, or import into the United States the products and services identified in RC’s complaint, nor has it ever in the past made, used, sold, imported into the United States, or offered to sell the products and services identified in RC’s complaint.
2. Weatherford represents that Weatherford International PLC (including any predecessor entities) does not contribute to or induce the making, using, selling, offering to sell, or

importing into the United States of the products and services identified in RC's complaint, nor has it ever in the past contributed to or induced the making, using, selling, offering to sell, or importing into the United States of the products and services identified in RC's complaint.

3. Weatherford represents that, to the extent that the products and services identified in RC's complaint and attributed to a Weatherford entity in RC's complaint are currently provided within the United States, the Currently-Unnamed Parties provide such products and services.
4. Based on Weatherford's representations, RC agrees to dismiss without prejudice its claims against Weatherford International PLC by filing an amended complaint adding the Currently-Unnamed Parties and omitting Weatherford International PLC on or before September 27, 2015.
5. Counsel for Weatherford agrees to accept service of said amended complaint, on behalf of the Currently-Unnamed Parties, no later than 1 day after the filing of said amended complaint.
6. Weatherford agrees that Weatherford International, LLC, Weatherford/Lamb, Inc., and the Currently-Unnamed Parties will respond, on or before September 30, 2015, to the amended complaint adding the Currently-Unnamed Parties and omitting Weatherford International PLC.
7. Nothing in this document shall be construed as a waiver of Weatherford's positions that RC has failed to serve at least one of the Currently-Named Parties, that the United States District Court for the Eastern District of Texas lacks jurisdiction over at least one of the Currently-Named Parties, and that the products and services named in RC's complaint do

not infringe any valid patent. Further, nothing in this document shall be construed as an admission by RC that either service or jurisdiction is lacking as to any party.

8. If evidence (e.g., uncovered in discovery) later shows that Weatherford's representations in this notice are inaccurate and that Weatherford International PLC should be included in this case, counsel for Weatherford agrees: (1) to accept service of an amended complaint naming Weatherford International PLC; and (2) that the addition of Weatherford International PLC is not grounds for modifying the schedule of the case, including the trial date.

<p>Dated: September 24, 2015</p> <p>On Behalf of PLAINTIFF RAPID COMPLETIONS, LLC</p> <p>CALDWELL CASSADY & CURRY P.C.</p> <p><u>/s/ Bradley W. Caldwell</u> Bradley W. Caldwell Texas State Bar No. 24040630 Email: bcaldwell@caldwellcc.com Jason D. Cassady Texas State Bar No. 24045625 Email: jcassady@caldwellcc.com John Austin Curry Texas State Bar No. 24059636 Email: acurry@caldwellcc.com Justin Nemunaitis Texas State Bar No. 24065815 Email: jnemunaitis@caldwellcc.com</p> <p>CALDWELL CASSADY CURRY P.C. 2101 Cedar Springs Road, Suite 1000 Dallas, Texas 75201 Telephone: (214) 888-4848 Facsimile: (214) 888-4849</p> <p>ATTORNEYS FOR PLAINTIFF RAPID COMPLETIONS LLC</p>	<p>Dated: September 24, 2015</p> <p>On Behalf of DEFENDANTS WEATHERFORD INTERNATIONAL PLC, WEATHERFORD INTERNATIONAL, LLC, and WEATHERFORD/LAMB, INC. together with UNNAMED PARTIES WEATHERFORD US, LP and WEATHERFORD ARTIFICIAL LIFT SYSTEMS LLC</p> <p><u>/s/ Chris First (with permission)</u></p>
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CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who have consented to electronic service on this 24th day of September, 2015.

/s/ Bradley W. Caldwell

Bradley W. Caldwell